

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIDELITY NEWPORT HOLDINGS, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
ABRH, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
AMERICAN BLUE RIBBON HOLDINGS, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
SVCC, LLC		05/31/2012	LIMITED LIABILITY COMPANY: ARIZONA
O'CHARLEY'S LLC	FORMERLY O'CHARLEY'S INC.	05/31/2012	LIMITED LIABILITY COMPANY: TENNESSEE
AIR TRAVEL SERVICES, LLC	FORMERLY AIR TRAVEL SERVICES, INC.	05/31/2012	LIMITED LIABILITY COMPANY: TENNESSEE
OCI, LLC	FORMERLY OCI, INC.	05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
DFI, LLC	FORMERLY DFI, INC.	05/31/2012	LIMITED LIABILITY COMPANY: TENNESSEE
O'CHARLEY'S SERVICE COMPANY, LLC	FORMERLY O'CHARLEY'S SERVICE COMPANY, INC.	05/31/2012	LIMITED LIABILITY COMPANY: TENNESSEE
OCH SPORTS BAR, LLC	FORMERLY O'CHARLEY'S SPORTS BAR, INC.	05/31/2012	LIMITED LIABILITY COMPANY: ALABAMA
O'CHARLEY'S FINANCE COMPANY, LLC	FORMERLY O'CHARLEY'S FINANCE COMPANY, INC.	05/31/2012	LIMITED LIABILITY COMPANY: TENNESSEE
OPI, LLC	FORMERLY OPI, INC.	05/31/2012	LIMITED LIABILITY COMPANY: COLORADO
JFC ENTERPRISES, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
O'CHARLEY'S MANAGEMENT COMPANY, LLC	FORMERLY O'CHARLEY'S MANAGEMENT COMPANY, INC.	05/31/2012	LIMITED LIABILITY COMPANY: TENNESSEE
O'CHARLEY'S RESTAURANT PROPERTIES, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
WI-TENN RESTAURANTS, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
STONE RIVER MANAGEMENT COMPANY, LLC	FORMERLY STONEY RIVER MANAGEMENT COMPANY, INC.	05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

CH \$1990.00 78802250

TRADEMARK

STONEY RIVER, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
STONEY RIVER LEGENDARY MANAGEMENT, L.P.		05/31/2012	LIMITED PARTNERSHIP: GEORGIA
SRLS LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
SRLS LLC 5002		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
SRLS LLC 5003		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
SRLS LLC 5004		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
SRLS LLC 5005		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
SRLS LLC 5006		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
99 RESTAURANTS, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
99 WEST, LLC	FORMERLY 99 WEST, INC.	05/31/2012	LIMITED LIABILITY COMPANY: MASSACHUSETTS
99 RESTAURANTS OF VERMONT, LLC		05/31/2012	LIMITED LIABILITY COMPANY: VERMONT
99 RESTAURANTS OF MASSACHUSETTS LLC	FORMERLY 99 RESTAURANTS OF MASSACHUSETTS, A MASSACHUSETTS BUSINESS TRUST	05/31/2012	LIMITED LIABILITY COMPANY: MASSACHUSETTS
99 COMMISSARY, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
99 RESTAURANTS OF BOSTON, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
OCH SPORTS BAR ALABASTER, LLC		05/31/2012	LIMITED LIABILITY COMPANY: ALABAMA

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 79

Property Type	Number	Word Mark
Serial Number:	78802250	&

TRADEMARK
REEL: 004794 FRAME: 0240

Serial Number:	74498335	ALL-WORLD DOUBLE CHEESEBURGER
Serial Number:	77739050	AMERICAN BLUE RIBBON HOLDINGS, LLC
Serial Number:	74515795	ANGEL'S
Serial Number:	74183731	ANGEL'S
Serial Number:	74515793	ANGEL'S DINER
Registration Number:	3999934	ARTISAN PIE SHOP SPECIAL
Registration Number:	1394423	BAKERS SQUARE
Registration Number:	1394236	BAKERS SQUARE
Registration Number:	1394428	BAKERS SQUARE
Registration Number:	2002503	BAKERS SQUARE RESTAURANT & PIES
Registration Number:	2239993	BEST PIE IN AMERICA
Registration Number:	1307977	BUCKY
Registration Number:	1942036	CANDY CANE PIE
Serial Number:	85536541	EAT...TO GO....FEEL GOOD.....
Registration Number:	3270225	FRUITABULOUS PIES
Registration Number:	1979914	GOOD FOOD...GOOD FEELINGS
Registration Number:	3240715	GOOD NEIGHBOR REWARDS
Registration Number:	2237698	GREAT FOOD. UNBELIEVABLE PIE.
Registration Number:	3166410	IT'S ALL GOOD INSIDE!
Registration Number:	2317331	J. HORNER'S
Registration Number:	2587251	J. HORNER'S LEGENDARY PIES & DESSERTS
Registration Number:	2463068	J.HORNER'S LEGENDARY PIES & DESSERTS
Registration Number:	4016699	LEGENDARY BAKING
Registration Number:	4046125	LEGENDARY BAKING SINCE 1969
Registration Number:	3158244	MAX & ERMA'S
Registration Number:	3158132	MAX & ERMA'S
Registration Number:	1957161	MAX & ERMA'S
Registration Number:	3730807	MAX & ERMA'S A BETTER PLACE TO EAT.
Registration Number:	4026183	MAX & ERMA'S FREE COOKIES WEDNESDAY FRESH BAKED!
Registration Number:	1085131	MAX & ERMA'S NEIGHBORHOOD GATHERING PLACE
Registration Number:	3244354	PARMANINI
Registration Number:	3297956	RANDOM ACTS OF PIE-NESS
Registration Number:	2100736	SWEET RETURNS
Registration Number:	4108042	THE BAKERS SQUARE. RESTAURANT & PIES FOUR

TRADEMARK

REEL: 004794 FRAME: 0241

		SQUARE
Registration Number:	1682297	THE BREAKFAST EXPERTS
Registration Number:	3947074	THE INNCREIBLE V.I.B. CHOOSE 4 DIFFERENT ITEMS FOR ALL DAY EVERY DAY
Registration Number:	2603514	THE SKILLET EXPERTS
Serial Number:	85417581	TRUPIE
Serial Number:	85430095	TRUPIE
Serial Number:	85530147	VI:)
Serial Number:	85531226	VI
Registration Number:	3300747	VILLACCINOS
Registration Number:	1070440	VILLAGE INN
Registration Number:	1118490	VILLAGE INN
Registration Number:	1197458	VILLAGE INN
Registration Number:	1118489	VILLAGE INN PANCAKE HOUSE
Registration Number:	3478683	CROWD PLEAZERS
Serial Number:	77428469	CROWD PLEAZERS
Registration Number:	3380331	NINETY NINE
Serial Number:	77176262	99 REASONS
Registration Number:	2316751	99
Registration Number:	2838473	99
Serial Number:	85184529	PETITE TREATS
Registration Number:	3345350	A PASSION TO SERVE
Registration Number:	3428466	A PASSION TO SERVE GUESTS EACH OTHER STAKEHOLDERS COMMUNITY
Registration Number:	3207616	O'CHARLEY'S O' TO-GO
Registration Number:	3258670	O' O'CHARLEY'S CURBSIDE TO-GO
Registration Number:	3120559	O'CHARLEY'S GOOD FOOD, GOOD TIMES
Registration Number:	3448002	UNSLICEABLY SOFT ROLLS
Serial Number:	77461303	TWISTED CHIPS
Registration Number:	2659196	STONEY RIVER LEGENDARY STEAKS
Registration Number:	2659197	STONEY RIVER LEGENDARY FILET
Registration Number:	2099404	STONEY RIVER
Registration Number:	1338554	O'CHARLEYS
Registration Number:	1788688	O'CHARLEY'S
Registration Number:	1789555	O'CHARLEY'S

Registration Number:	2310620	LEGENDARY STEAKS
Registration Number:	3447997	BOTTOMLESS BOWL
Registration Number:	2576123	AT THE CORNER OF GOOD FOOD AND GOOD TIMES
Serial Number:	85011773	DINING FOR A CAUSE
Serial Number:	85468838	STONEY RIVER LEGENDARY STEAKS
Registration Number:	2956593	O' O'CHARLEY'S
Serial Number:	77879181	LEGENDARY BAKING
Serial Number:	77820119	PIE RUSH WEDNESDAY
Serial Number:	77952316	THE INNCREDBLE V.I.B.
Serial Number:	72153844	VILLAGE INN
Registration Number:	3387722	NINETY NINE RESTAURANT
Serial Number:	85078585	LUNCH EXPRESS

CORRESPONDENCE DATA

Fax Number: 4048152424

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-815-2231

Email: carolfraser@paulhastings.com

Correspondent Name: Carol Fraser, Corporate Paralegal

Address Line 1: 600 Peachtree Street, NE

Address Line 2: Suite 2400, Paul Hastings LLP

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	06/05/2012

Total Attachments: 19

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TRADEMARK
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of May, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCE"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 31, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **FIDELITY NEWPORT HOLDINGS, LLC**, a Delaware limited liability company, as parent ("Parent"), **ABRH, LLC**, a Delaware limited liability company, as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), **WELLS FARGO SECURITIES, LLC**, a Delaware limited liability company, and **JEFFERIES & COMPANY, INC.**, as joint lead arrangers, **WELLS FARGO SECURITIES, LLC**, a Delaware limited liability company, and **JEFFERIES & COMPANY, INC.**, as joint book runners, **JEFFERIES & COMPANY, INC.**, as syndication agent, and **RBS CITIZENS, N.A.**, as documentation agent, and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 31, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security

interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I, excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original,

and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


FIDELITY NEWPORT HOLDINGS, LLC

By: 
Name: Anita Adams
Title: CFO


ABRH, LLC

By: 
Name: Anita Adams
Title: CFO


AMERICAN BLUE RIBBON HOLDINGS, LLC

By: 
Name: Anita Adams
Title: CFO


SVCC, LLC

By: 
Name: Anita Adams
Title: CFO


O'CHARLEY'S LLC

By: 
Name: Anita Adams
Title: CFO

AIR TRAVEL SERVICES, LLC

By: 
Name: Anita Adams
Title: CFO

OCI, LLC

By: 
Name: Anita Adams
Title: CFO

DFI, LLC

By: 

Name: Anita Adams

Title: CFO

O'CHARLEY'S SERVICE COMPANY, LLC

By: 

Name: Anita Adams

Title: CFO

OCH SPORTS BAR, LLC

By: 

Name: Anita Adams

Title: CFO

O'CHARLEY'S FINANCE COMPANY, LLC

By: 

Name: Anita Adams

Title: CFO

OPI, LLC

By: 

Name: Anita Adams

Title: CFO

JFC ENTERPRISES, LLC

By: 

Name: Anita Adams

Title: CFO


O'CHARLEY'S MANAGEMENT COMPANY, LLC

By: 


Name: Anita Adams

Title: CFO


**O'CHARLEY'S RESTAURANT PROPERTIES,
LLC**

By: 
Name: Anita Adams
Title: CFO

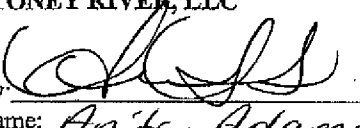
WI-TENN RESTAURANTS, LLC

By: 
Name: Anita Adams
Title: CFO

**STONEY RIVER MANAGEMENT COMPANY,
LLC**

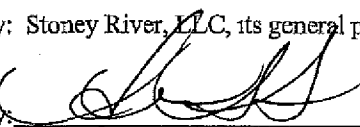
By: 
Name: Anita Adams
Title: CFO

STONEY RIVER, LLC

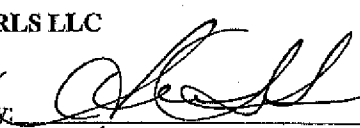
By: 
Name: Anita Adams
Title: CFO

**STONEY RIVER LEGENDARY MANAGEMENT,
LP.**


By: Stoney River, LLC, its general partner

By: 
Name: Anita Adams
Title: CFO


SRLS LLC

By: 
Name: Anita Adams
Title: CFO


SRLS LLC 5002

By: 
Name: Anita Adams
Title: CFO

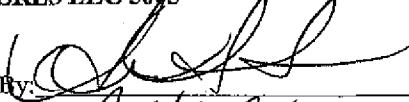
SRLS LLC 5003

By: 
Name: Anita Adams
Title: CFO


SRLS LLC 5004

By: 
Name: Anita Adams
Title: CFO

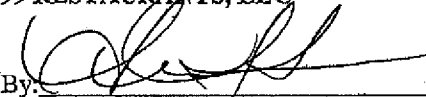
SRLS LLC 5005

By: 
Name: Anita Adams
Title: CFO


SRLS LLC 5006

By: 
Name: Anita Adams
Title: CFO

99 RESTAURANTS, LLC

By: 
Name: Anita Adams
Title: CFO


99 WEST, LLC

By: 
Name: Anita Adams
Title: CFO


99 RESTAURANTS OF VERMONT, LLC

By: 
Name: Anita Adams
Title: CFO


99 RESTAURANTS OF MASSACHUSETTS LLC

By: 
Name: Anita Adams
Title: CFO


99 COMMISSARY, LLC

By: 
Name: Anita Adams
Title: CFO

99 RESTAURANTS OF BOSTON, LLC

By: 
Name: Anita Adams
Title: CFO

OCH SPORTS BAR ALABASTER, LLC

By: 
Name: Anita Adams
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,

a Delaware limited liability company

By: 

Name: Ryan Haight

Title: Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004794 FRAME: 0253

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

1. Trademarks Owned by American Blue Ribbon Holdings, LLC:

Trademark Report By Title

Printed: 4/26/2012

Search Criteria

Instance	1153
Status	ACTIVE

Display Options

Images	All
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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& and DESIGN



UNITED STATES	1153-155	01/30/2008	78602,250	03/06/2007	3,215,568	REGISTERED	043
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ALL-WORLD DOUBLE CHEESEBURGER

UNITED STATES	1153-126	03/08/1994	74498,335	03/14/1995	1,883,771	REGISTERED	030
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AMERICAN BLUE RIBBON HOLDINGS, LLC

UNITED STATES	1153-178	05/18/2009	771739,050	02/16/2011	3,918,482	REGISTERED	043
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ANGEL'S

UNITED STATES	1153-129	04/08/1994	74515,795	10/31/1995	1,930,867	REGISTERED	042
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ANGEL'S & DESIGN



UNITED STATES	1153-122	07/10/1991	74123,731	07/20/1993	1,783,034	REGISTERED	042
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ANGEL'S DINER

UNITED STATES	1153-128	04/08/1994	74515,793	05/13/1995	1,899,370	REGISTERED	042
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ARTISAN PIE SHOP SPECIAL

UNITED STATES	1153-169	05/23/2010	85069,852	07/19/2011	3,999,934	REGISTERED	043
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BAKERS SQUARE

CANADA	1153-73-CA	05/26/1993	725,544	09/12/1995	442,737	REGISTERED	S, W
NEBRASKA	1153-81			10/19/1964	2510174	REGISTERED	

Page 1

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COUNTRY	REFERENCE #	FILED	APP #	REG.DT	REG #	STATUS	CLASSES
UNITED STATES	1153-25	11/25/1983	73/454,881	05/20/1986	1,394,423	REGISTERED	042
UNITED STATES	1153-73	04/02/1984	73/473,607	05/20/1986	1,394,236	REGISTERED	030

BAKERS SQUARE & DESIGN



UNITED STATES	1153-76	04/26/1984	73/477,424	05/20/1986	1,394,428	REGISTERED	042
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BAKERS SQUARE RESTAURANT & PIES & DESIGN



UNITED STATES	1153-137	05/09/1995	74/570,664	09/24/1996	2,002,503	REGISTERED	030, 042
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BEST PIE IN AMERICA

UNITED STATES	1153-162	03/10/1998	75/447,709	04/13/1999	2,239,993	REGISTERED	030, 042
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BUCKY

UNITED STATES	1153-18	02/03/1983	73/412,055	12/04/1984	1,307,977	REGISTERED	016, 026, 042
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CANDY CANE PIE

UNITED STATES	1153-115	12/23/1993	74/474,959	12/19/1995	1,942,036	REGISTERED	030
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EAT...TO GO...FEEL GOOD.....

UNITED STATES	1153-201	02/07/2012	85/536,541			PENDING	030, 043
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FRUITABULOUS PIES

UNITED STATES	1153-173	02/03/2006	76/806,435	07/24/2007	3,270,225	REGISTERED	030
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GOOD FOOD...GOOD FEELINGS

UNITED STATES	1153-140	08/21/1995	74/730,801	06/11/1996	1,979,914	REGISTERED	042
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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GOOD NEIGHBOR REWARDS

UNITED STATES	1153-192	10/17/2005	73/734,519	05/09/2007	3,240,715	REGISTERED	035
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GREAT FOOD. UNBELIEVABLE PIE.

UNITED STATES	1153-149	07/31/1997	75/333,453	04/06/1999	2,237,598	REGISTERED	042
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IT'S ALL GOOD INSIDE!

UNITED STATES	1153-157	02/11/2005	76/565,739	10/31/2006	3,156,410	REGISTERED	043
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J. HORNER'S

UNITED STATES	1153-145	05/29/1997	75/300,075	02/09/2000	2,317,331	REGISTERED	030
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J. HORNER'S LEGENDARY PIES & DESSERTS & DESIGN



UNITED STATES	1153-156	03/15/2000	76/004,735	07/02/2002	2,597,251	REGISTERED	030
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J. HORNER'S LEGENDARY PIES & DESSERTS & DESIGN

UNITED STATES	1153-147	05/29/1997	75/299,950	05/25/2001	2,453,068	REGISTERED	030
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LEGENDARY BAKING

UNITED STATES	1153-181	11/23/2009	77/679,151			ALLOWED	030
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UNITED STATES	1153-181-1	11/23/2009	77/952,201	08/23/2011	4,016,599	REGISTERED	040
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LEGENDARY BAKING SINCE 1969 & DESIGN



UNITED STATES	1153-182	03/06/2010	77/953,658	10/25/2011	4,045,125	REGISTERED	040
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MAX & ERMA'S

UNITED STATES	1153-194	11/16/2005	76/755,725	10/17/2006	3,158,244	REGISTERED	043
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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MAX & ERMA'S (Stylized)

Max & Erma's

UNITED STATES	1153-193	11/15/2003	73/754,164	10/17/2006	3,158,132	REGISTERED	043
UNITED STATES	1153-196	07/05/1994	74/547,115	02/20/1996	1,957,161	REGISTERED	042

MAX & ERMA'S A BETTER PLACE TO EAT.

UNITED STATES	1153-198	03/25/2009	77/696,962	12/29/2009	3,730,807	REGISTERED	043
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MAX & ERMA'S FREE COOKIES WEDNESDAY FRESH BAKED! & DESIGN



UNITED STATES	1153-190	02/22/2011	85/247,983	09/13/2011	4,026,163	REGISTERED	043
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MAX & ERMA'S NEIGHBORHOOD GATHERING PLACE

OHIO	1153-197	03/08/2007	5M2587	03/08/2007	5M2587	REGISTERED	
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MAX & ERMA'S NEIGHBORHOOD GATHERING PLACE & DESIGN



UNITED STATES	1153-199	10/22/1976	73/108,624	02/07/1976	1,055,131	REGISTERED	042
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PARMANINI

UNITED STATES	1153-172	04/12/2006	73/659,522	05/22/2007	3,244,354	REGISTERED	030
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PIE RUSH WEDNESDAY

UNITED STATES	1153-180	09/04/2009	77/620,119	05/11/2010	3,787,096	REGISTERED	043
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RANDOM ACTS OF PIE-NESS

UNITED STATES	1153-173	07/05/2006	73/622,763	09/25/2007	3,297,956	REGISTERED	043
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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SWEET RETURNS

UNITED STATES	1153-142	09/11/1995	74/727,624	09/30/1997	2,100,735	REGISTERED	030, 035
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THE BAKERS SQUARE RESTAURANT & PIES FOUR SQUARE & Design



UNITED STATES	1153-191	06/07/2011	65/339,695	03/05/2012	4,108,042	REGISTERED	043
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THE BREAKFAST EXPERTS

UNITED STATES	1153-104	03/14/1991	74/147,498	04/07/1992	1,682,297	REGISTERED	042
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THE INNCREIBLE V.I.B.

UNITED STATES	1153-183	03/05/2010	77/952,316	05/17/2011	3,983,070	REGISTERED	043
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THE INNCREIBLE V.I.B. CHOOSE 4 DIFFERENT ITEMS FOR ALL DAY EVERY DAY & Design



UNITED STATES	1153-184	04/06/2010	65/027,690	04/19/2011	3,947,074	REGISTERED	043
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THE SKILLET EXPERTS

UNITED STATES	1153-157	04/14/2000	76/025,660	05/05/2002	2,803,514	REGISTERED	042
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TRUPIE

UNITED STATES	1153-200	09/08/2011	65/417,581			ALLOWED	030, 043
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TRUPIE & Design



UNITED STATES	1153-202	09/23/2011	65/430,095			ALLOWED	030, 043
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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VI & Smiley Face Design



UNITED STATES	1153-157	01/21/2012	65/530,147			PENDING	043
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VI (Stylized)



UNITED STATES	1153-188	02/01/2012	65/531,226			PENDING	043
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VILLACCINOS

UNITED STATES	1153-175	10/15/2006	77/021,437	10/02/2007	3,300,747	REGISTERED	030
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VILLAGE INN

UNITED STATES	1153-4	10/20/1976	73/103,940	07/26/1977	1,070,440	REGISTERED	042
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VILLAGE INN & ORANGE TRAPEZOID DESIGN



UNITED STATES	1153-6	10/20/1976	73/103,941	05/15/1976	1,118,490	REGISTERED	042
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VILLAGE INN (Stylized)



UNITED STATES	1153-3	03/24/1980	73/255,382	06/09/1982	1,197,486	REGISTERED	042
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UNITED STATES	1153-8	09/24/1962	72/153,844	04/14/1964	756,280	REGISTERED	100
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VILLAGE INN PANCAKE HOUSE

UNITED STATES	1153-5	10/20/1976	73/103,927	05/15/1979	1,118,489	REGISTERED	042
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END OF REPORT

TOTAL ITEMS SELECTED =

54

2. Trademarks Owned by 99 Restaurants, LLC:

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
1. BLOCKBUSTER MUG		Connecticut	7/25/2005	22393	99 Restaurants, LLC
		Maine	3/24/1999	19990314	99 Restaurants, LLC
		Massachusetts	1/7/1999	56783	99 Restaurants, LLC
		Pennsylvania	6/30/2005	3318285	99 Restaurants, LLC
		Rhode Island	1/11/1999	11990101	99 Restaurants, LLC
2. COLOSSAL COCKTAIL/ COLOSSAL COCKTAILS		Connecticut	7/25/2005	22392	99 Restaurants, LLC
		Connecticut	1/22/1999	20632	99 Restaurants, LLC
		Maine	3/9/1999	19990291	99 Restaurants, LLC
		Massachusetts	1/4/1999		99 Restaurants, LLC
		New Hampshire	3/9/1999		99 Restaurants, LLC
		Pennsylvania	6/30/2005	3318283	99 Restaurants, LLC
		Rhode Island	1/4/1999	981209 99	99 Restaurants, LLC
3. CROWD PLEAZERS		Connecticut	3/22/2004	21197	99 Restaurants, LLC
		Maine	3/21/2004	200402213M	99 Restaurants, LLC
		Massachusetts	3/29/2004	64123	99 Restaurants, LLC
		New Hampshire	3/22/2004	Vol. 101 Pg. 92	99 Restaurants, LLC
		Pennsylvania	3/22/2005	3318280	99 Restaurants, LLC
		Rhode Island	3/22/2004	040307	99 Restaurants, LLC
		Vermont	3/22/2004	8175	99 Restaurants, LLC
	11/16/2006	United States Federal	8/5/2008	3,478,683	99 Restaurants, LLC

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
		Registration			
	3/21/2008	United States Federal Application		77/428,469 (Serial No.)	99 Restaurants, LLC
4. STEAKBURGER/STEAKBURGERS		Connecticut	5/6/2004	22058	99 Restaurants, LLC
		Connecticut	5/6/2004	22059	99 Restaurants, LLC
		Maine	4/20/2004	200402259M	99 Restaurants, LLC
		Massachusetts	3/29/2004	64125	99 Restaurants, LLC
		New Hampshire	3/22/2004	Vol. 101 Pg. 90	99 Restaurants, LLC
		Pennsylvania	6/30/2005	3118282	99 Restaurants, LLC
		Rhode Island	3/22/2004	040306	99 Restaurants, LLC
		Vermont	3/22/2004	8173	99 Restaurants, LLC
5. NINETY NINE RESTAURANTS	1/5/2007	United States Federal Registration	2/26/2008	3,387,722	99 Restaurants, LLC
6. NINETY NINE	1/5/2007	United States Federal Registration	2/12/2008	3,380,331	99 Restaurants, LLC
7. BLOCKBUSTER		Connecticut	1/22/1999	20631	99 Restaurants, LLC
		New Hampshire	3/9/1999		99 Restaurants, LLC
8. 99 REASONS	5/9/2007 Abandoned 2/21/2011	United States Federal Application		77/176,262 (Serial No.)	99 Restaurants, LLC
9. 99 & DESIGN	3/19/1999	United States Federal Registration	2/08/2000	2,316,751	99 Restaurants, LLC
10. 99	10/17/2002	United States Federal Registration	5/4/2004	2,838,473	99 Restaurants, LLC
11. PETITE TREATS	11/24/2010	United States Federal Application		85/184,529	99 Restaurants, LLC

3. Trademarks Owned by O'Charley's Management Company, LLC:

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
1. A PASSION TO SERVE	6/27/2005	United States Federal Registration	11/27/2007	3,345,350	O'Charley's Management Company, LLC
2. A PASSION TO SERVE GUESTS EACH OTHER STAKEHOLDERS COMMUNITY (STYLIZED)	2/28/2006	United States Federal Registration	5/13/2008	3,428,466	O'Charley's Management Company, LLC
3. O'CHARLEY'S O' TO GO (STYLIZED)	8/11/2005	United States Federal Registration	2/13/2007	3,207,616	O'Charley's Management Company, LLC
4. O' O'CHARLEY'S CURBSIDE TOGO (STYLIZED)	8/29/2006	United States Federal Registration	7/3/2007	3,258,670	O'Charley's Management Company, LLC
5. O'CHARLEY'S GOOD FOOD, GOOD TIMES	8/11/2005	United States Federal Application	7/25/2006	3,120,559	O'Charley's Management Company, LLC
6. UNSLICEABLY SOFT ROLLS	5/22/2007	United States Federal Application	6/17/2008	3,448,002	O'Charley's Management Company, LLC
7. TWISTED CHIPS	4/29/2008	United States Federal Registration	5/1/2012	77/461,303 (Serial No.) 4,137,076	O'Charley's Management Company, LLC
8. STONEY RIVER LEGENDARY STEAKS	2/5/2002	United States Federal Application	12/10/2002	2,659,196	O'Charley's Management Company, LLC
		Georgia	3/13/1997	S-12,206	O'Charley's Management Company, LLC
9. STONEY RIVER LEGENDARY FILET	2/5/2002	United States Federal Application	12/10/2002	2,659,197	O'Charley's Management Company, LLC
10. STONEY RIVER	10/4/1996	United States Federal Application	9/23/1997	2,099,404	O'Charley's Management Company, LLC
11. O'CHARLEY'S (STYLIZED)	11/19/1984	United States Federal Application	5/28/1985	1,338,554	O'Charley's Management Company, LLC
12. O'CHARLEY'S	1/7/1993	United States Federal Application	8/17/1993	1,788,688	O'Charley's Management Company, LLC

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
13. O'CHARLEY'S	1/7/1993	United States Federal Application	8/24/1993	1,789,555	O'Charley's Management Company, LLC
14. LEGENDARY STEAKS	4/20/1998	United States Federal Registration	1/25/2000	2,310,620	O'Charley's Management Company, LLC
15. BOTTOMLESS BOWL	5/18/2007	United States Federal Registration	6/17/2008	3,447,997	O'Charley's Management Company, LLC
16. AT THE CORNER OF GOOD FOOD AND GOOD TIMES	9/14/2001	United States Federal Registration	6/4/2002	2,576,123	O'Charley's Management Company, LLC
17. DINING FOR A CAUSE	4/12/2010	United States Federal Registration		85/011,773 (Serial No.)	O'Charley's Management Company, LLC
18. LUNCH EXPRESS	7/6/2010	United States Federal Registration		85/078,585 (Serial No.)	O'Charley's Management Company, LLC
19. STONEY RIVER LEGENDARY STEAKS & DESIGN	11/9/2011	United States Federal Application		85/468,838 (Serial No.)	O'Charley's Management Company, LLC
20. O' O'CHARLEY'S ¹	9/16/2003	United States Federal Registration	5/31/2005	2,956,593	O'Charley's Management Company, LLC

4. Material Unregistered Trademark owned by American Blue Ribbon Holdings, LLC:

MY V.I.B. (application being prepared)

¹ This mark is not in use. O'Charley's Management Company, LLC elected not to file renewal filings with the intent to let the mark cancel. The grace period ends May 30, 2012 and the registration will cancel soon thereafter.